



All changes notated in Red text.

COMMONWEALTH OF VIRGINIA  
DIVISION OF PURCHASES AND SUPPLY  
PO Box 1199  
RICHMOND, VA 23218-1199

## **Notice of Contract Renewal**

**CONTRACT #** E194-837 through E194-842 (see Section 1)  
**Contract Title:** Gases: Medical, Laboratory, Welding & Protocol

1	DATE:	July 31, 2013
2	CONTRACT PERIOD:	August 1, 2013 through July 31, 2014
3	SUPERCEDES:	n/a
4	AUTHORIZED USERS:	State Agencies and Other Public Bodies (see Sec. 3)
5	CONTRACTOR'S eVA VENDOR ID#:	See Section 1
6	CONTRACTOR / VENDOR	See Section 1
7	CONTRACTOR CONTACT	See Section 1
8	TERMS	Small Purchase Charge Card to maximum extent or Net 30 days
9	DELIVERY	As Required by Using Agency
10	F.O.B.	Destination (minimum orders: see Section 4, #13)
11	CONTRACT PRICES	See Section 5
12	DPS CONTRACT OFFICER	Name: Kim Hatala, CPPO, CPPB, VCO Phone: (804) 786-3849 Email: kim.hatala@dgs.virginia.gov

ADDITIONAL COPIES OF CONTRACTS AND ANY ASSOCIATED CONTRACT CHANGES ARE AVAILABLE ON THE DPS WEBSITE: [www.eva.virginia.gov](http://www.eva.virginia.gov) under the State Contracts webpage

**AUTHORIZED USERS:** This contract is the result of a competitive bid program and its use is **Mandatory for all NAMED Agencies** (unless otherwise indicated in item 4 above) and Optional Use for other public bodies and entities authorized to use the contract by the *Code of Virginia* § 2.2-1120(D), to include private institutions of higher education chartered in Virginia **and** granted tax-exempt status under §501(c)(3) of the Internal Revenue Code, in the purchase of any commodity listed herein.

*NOTE: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, §2.2-4343, or against a bidder or offeror because of race, religion, color, sex national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.*

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## 1. CONTRACTOR / VENDOR INFORMATION

<b>Contract Number</b>	<b>Zone/Lot</b>	<b>Vendor Name</b>	<b>Vendor Location/Address</b>	<b>eVA Vendor ID Number</b>	<b>Contact Person</b>
<b>E194-837</b>	<b>Zone 97 - Lot B</b>	<b>Arcet (S)</b>	1700 Chamberlayne Ave. <b>Richmond VA 23222</b>	eVA #: C11858	<b>Greg Groome</b> 804-644-4521 (P) 804-788-8904 (F) <a href="mailto:ggroome@arcet.com">ggroome@arcet.com</a>
<b>E194-838</b>	<b>Zone 99</b>	<b>Airgas USA, LLC - North Division</b>  (Previously Airgas East)	5 Rodney Lane Fredericksburg, VA 22405 Alexandria VA	eVA #: C1105	<b>Tim Mitchell</b> 540-373-1782 (P) 804-399-7182 (c) 540-899-9594 (F) <a href="mailto:Timothy.mitchell@airgas.com">Timothy.mitchell@airgas.com</a>
	<b>Zone 101</b>		940 S High St. Harrisonburg VA 22801	eVA #: C1105	<b>Tim Mitchell</b> 540-433-1029 (P) 804-399-7182 (c) 540-433-7658 (F)
	<b>Zone 106</b>		630 Nalor Mill Rd. <b>Salisbury MD 21801</b>	eVA #: C1105	<b>Tim Wertz</b> 410-742-3800 (P) 410-736-6009 (c) 410-742-1674 (F) <a href="mailto:Timothy.Wertz@airgas.com">Timothy.Wertz@airgas.com</a>
<b>E194-839</b>	<b>Zone 105</b>	<b>Airgas USA, LLC – South Division</b>  (previously Airgas Mid-America)	1500 Fairmount Avenue Bristol, VA 24201	eVA #: E29461	<b>Steve Helton</b> 276-669-3161 (P) 276-669-6883 (F) <a href="mailto:steve.helton@airgas.com">steve.helton@airgas.com</a>
			1620 Coal Heritage Road Bluefield, WV 24701	eVA #: E29473	<b>Michael Bradley</b> 304-327-6147 (P) 304-325-9662 (F) <a href="mailto:michael.bradley@airgas.com">michael.bradley@airgas.com</a>
			5500 Industrial Park Road Norton, VA 24273	eVA #: E4858	<b>Robert Bowen</b> 276-679-4816 (P) 276-679-1600 (F) <a href="mailto:robert.bowen@airgas.com">robert.bowen@airgas.com</a>
			445 Industry Drive Kingsport, TN 37660	eVA #: VS0000001917	<b>Hal Gibson</b> 423-246-6178 (P) 423-246-1641 (F) <a href="mailto:hal.gibson@airgas.com">hal.gibson@airgas.com</a>
	<b>Zone 103</b>	<b>Airgas USA, LLC – South Division</b>  (previously Airgas Mid-America)	3520 Mayflower Lynchburg, VA 24501	eVA #: E29458	<b>Andy Calohan</b> 434-528-2780 (P) 434-528-2787 (F) <a href="mailto:andy.calohan@airgas.com">andy.calohan@airgas.com</a>
			1455 Mexico Way Roanoke, VA 24012	eVA #: E29383	<b>William King</b> 540-342-9911 (P) 540-345-1822 (F) <a href="mailto:william.king@airgas.com">william.king@airgas.com</a>
			2260 Prospect Drive Christiansburg, VA 24073	eVA #: E29432	<b>Ronald Cantley</b> 540-381-2343 (P) 540-381-2873 (F) <a href="mailto:ronald.cantley@airgas.com">ronald.cantley@airgas.com</a>

**CONTRACTOR LIST – cont.**

Contract Number	Zone/Lot	Vendor Name	Vendor Location/Address	eVA Vendor ID Number	Contact Person
E194-840	Zone 97 - Lot A	Airgas USA, LLC – South Division  <i>(previously Airgas National Welders)</i>	3121 Victory Blvd. Portsmouth VA 23702	eVA #: E21341	Russell Brinkley Bobby Brown 757-487-4922 (P) 757-487-577- (F)
			406 Rotary Street Hampton VA 23661	eVA #: VC0000043000	Tim McDonald 757-262-1530 (P) 757-262-1531 (F) or Ron Davis 757-298-6043
	Zone 98 – Lot A-1 Zone 98 – Lot A-2 Zone 98 – Lot B Zone 98 – Lot E-1 Zone 98 – Lot E-2		1600 Barlow Lane Richmond VA 23223	eVA #: E56488	Bill Gilmer Dwayne Cundiff 804-649-3381 (P) 804-649-0619 (F)
					Medical Gas Product and Specialty Gas Manager: Scott Spiers 804-356-1890 (c)
E194-841	Zone 97 - Lot C Zone 98 - Lot A-3 Zone 98 - Lot C Zone 98 - Lot D Zone 98 - Lot E-3 Zone 100 - (Partial)	Praxair Distribution Mid-Atlantic, LLC / GTS WELCO	Daily Delivery/Next Day Richmond Counter 1637 Commerce Road Richmond VA 23224	eVA #: C1810	Jim Marchant 804-231-1191 (P) 804-231-1193 (P) 804-239-6512 (c) 804-230-3617 (F) Jim_Marchant@Praxair.com  After hours: 800-942-1148
E194-842	Zone 100 – (Partial)	Roberts Oxygen Co. Inc.	17011 Railroad Street Gaithersburg, MD 20877	eVA #: E9677	Reggie Wright 800-626-3433 (P) 301-948-2465 (F)
	Zone 102		2117 North Hamilton Street Richmond VA 23230		Eric Jastram 804-353-1355 (P) 804-353-0892 (F)
	Zone 104		716 N. Bath Avenue Waynesboro, VA 22980		Rob Mayfield 540-949-7178 (P) 540-943-2148 (F)

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## 2. GENERAL INSTRUCTIONS

1. Ordering Method: Unless otherwise instructed or exempted by DPS, all departments, institutions and agencies of the Commonwealth of Virginia using this contract must order items by issuing purchase orders through eVA. The orders will be governed by this agreement and the terms and conditions contained in the separate agreement for participation in eVA executed by the contractor. If this contract is authorized for use by localities, Virginia cities, counties, town and political subdivisions, they should place all purchase orders through eVA or eVA Lite.
  2. Purchase Order Information: When placing an eVA non-catalog order, each line of the requisition must be identified with the correct Contractor Name and Location (eVA Vendor ID#), contract item number, full item description and the contract unit price. The exact Contract Number, as shown on page 1, **must** be inserted in the Contract Number field for each line item of the eVA requisition. Purchase orders not bearing the correct contract number in the appropriate location will be non-compliant and may not be considered a purchase against this contract.
  3. Ordering Entity Acceptance: Inspection and acceptance upon delivery and approval of vendor's invoice is the responsibility of the receiving entity.
  4. Complaints: Any complaint that is due to a violation or breach of the Contract provisions, shall be reported on an official DPS "PROCUREMENT COMPLAINT FORM" (Form # DGS-41-024). To facilitate notification, this form shall be completed by the ordering entity and sent to the contract vendor, with a copy sent to DPS to the address shown on the form. Contract vendors shall also use this form to initiate complaints concerning entities. Contract vendors shall also use this form to initiate complaints concerning entities. This form may be downloaded from the internet at [www.eva.virginia.gov](http://www.eva.virginia.gov) (Click on the Buyer tab, then on "Procurement Complaint Form").
  5. Changes: Any changes whether for increases or decreases in pricing, etc. must be approved by the Division of Purchases and Supply in advance of issuance of the purchase order. Disputes between the ordering agency and the vendor will be resolved in accordance with the terms of the contract and any change orders/renewals unless prior approval was granted by DPS. Note: New Gases cannot be added to the contract.
  6. See Additional Information section below.
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### 3. ADDITIONAL INFORMATION

#### ZONES & AUTHORIZED USERS

##### ZONE # 105

<b>COUNTIES:</b>	Bland, Buchanan, Dickenson, Grayson, Lee, Russell, Scott, Smith, Tazewell, Washington, Wise, Wythe		
<b>CITIES:</b>	Bristol, Norton		
AUTHORIZED USER / Agency	ADDRESS / Contact	Contract Line #'s	Contract Number
Southwestern Virginia Mental Health Inst.	502 East Main Street, Marion, VA 24354 Mr. Don Chisler Ph: 540-783-1221 Ms. Shirley Williams, Purchasing (540-783-1221) Allen Hubbard Allen.hubbard@dbhds.virginia.gov	00020 - 00080	E194-839
Pocahontas Correctional and Wytheville Community College	920 Old River Road Pocahontas VA 24635  Kathi Carter (PCC) 804-372-4186 <a href="mailto:Kathi.Carter@vadoc.virginia.gov">Kathi.Carter@vadoc.virginia.gov</a>  Vivian Fanning (WCC) 276-223-4777 <a href="mailto:VFanning@wcc.vccs.edu">VFanning@wcc.vccs.edu</a>	00100 – 00175  00100 - 00120	
All State Agencies and Other Public Bodies Within Zone 105 are authorized to purchase Welding Gases noted.		00180 - 00680	

##### ZONE # 104

<b>COUNTIES:</b>	Carroll, Craig, Floyd, Franklin, Giles, Henry, Montgomery, Patrick, Pulaski, Roanoke		
<b>CITIES:</b>	Galas, Martinsville, Radford, Roanoke, Salem		
AUTHORIZED USER / Agency	ADDRESS / Contact	Contract Line #'s	Contract Number
Catawba Hospital	5525 Catawba Hospital Drive Catawba, VA 24070 Ms. Robyn Wright, CPPB, VCO Phone: (540) 375-4360 <a href="mailto:Robyn.J.Wright@dbhds.virginia.gov">Robyn.J.Wright@dbhds.virginia.gov</a>	00700 - 00800	E194-842
Dept. of Forensic Science/Western Reg. Lab	6600 Northside High School Road Roanoke, VA 24019 Ms. Teresa West Phone: (540) 561-6600 <a href="mailto:Teresa.west@dfs.virginia.gov">Teresa.west@dfs.virginia.gov</a>	00820 - 01080	

Virginia Polytechnic Institute College Veterinary Medicine	Blacksburg, VA 24061 <a href="#">Ms. Samantha Rowland</a> <a href="mailto:axtechsr@vt.edu">axtechsr@vt.edu</a> Phone: (540) 231-4621 <a href="#">Carol Saunders</a> <a href="mailto:cmsndrs@vt.edu">cmsndrs@vt.edu</a>	01100 - 01280	
VDOT - Salem District	731 Harrison Avenue Salem, VA 24153 <a href="#">Brenda Conner</a> Phone: (540) 387-5318 <a href="mailto:Brenda.Conner@vdot.virginia.gov">Brenda.Conner@vdot.virginia.gov</a>	01300 - 01360	
All State Agencies and Other Public Bodies within Zone 104 are authorized to purchase Welding Gases noted.		01380 - 02040	

### ZONE # 103

<b>COUNTIES:</b>	Alleghany, Amherst, Appomattox, Bath, Bedford, Boutetourt, Campbell, Pittsylvania, Rockbridge		
<b>CITIES:</b>	Bedford, Buena Vista, Clifton Forge, Covington, Danville, Lexington, Lynchburg		
AUTHORIZED USER / Agency	ADDRESS / Contact	Contract Line #'s	Contract Number
Central Virginia Training Center	P.O. Box 1098 Lynchburg, VA 24504 Ms Barbara DuVal Phone: (804) 947-6314 <a href="mailto:Barbara.duval@dbhds.virginia.gov">Barbara.duval@dbhds.virginia.gov</a> Mr. Simmons Spain 434-947-6314 <a href="mailto:Simmons.spain@dbhds@virginia.gov">Simmons.spain@dbhds@virginia.gov</a>	02060 - 02380	E194-839
Game and Inland Fisheries	300 Hatchery Lane Millboro VA 24460 Eric Wooding 540-925-2343 <a href="mailto:Eric.Wooding@dgif.virginia.gov">Eric.Wooding@dgif.virginia.gov</a>	02385	
All State Agencies and Other Public Bodies Within Zone 103 are authorized to purchase Welding Gases noted.		02400-02560	

### ZONE # 102

<b>COUNTIES:</b>	Amelia, Brunswick, Buckingham, Charlotte, Cumberland, Greensville, Halifax, Lunenburg, Prince Edward, Nottoway, Mecklenburg		
<b>CITIES:</b>	Emporia, South Boston		
AUTHORIZED USER / Agency	ADDRESS / Contact	Contract Line #'s	Contract Number
Dillwyn Correctional Center	1522 Prison Road Dillwyn VA 23936 Mr. Pat Crickenberger Phone (434) 983-4200 ext 4881 <a href="mailto:Pat.Crickenberger@vadoc.virginia.gov">Pat.Crickenberger@vadoc.virginia.gov</a>	02660 - 02720	E194-842
Buckingham Correctional Center	Route 20 N, Dillwyn, VA 23936 <a href="#">Ed Thomas</a> <a href="mailto:Edward.thomas@vadoc.virginia.gov">Edward.thomas@vadoc.virginia.gov</a> 434-983-4509	02740 - 02880	
All State Agencies and Other Public Bodies Within Zone 102 are authorized to purchase Welding gases noted.	02740 - 02880		

## ZONE # 97 - Lot A

<b>COUNTIES:</b>	Isle of Wight, Surry, Sussex, Southampton, York, James City		
<b>CITIES:</b>	Chesapeake, Franklin, Norfolk, Portsmouth, Suffolk, Virginia Beach, Hampton, Newport News, Williamsburg, Poquoson		
<b>AUTHORIZED USER / Agency</b>	<b>ADDRESS / Contact</b>	<b>Contract Line #'s</b>	<b>Contract Number</b>
Dept. of Forensic Science /Eastern Reg. Lab.	830 Southampton Ave., Suite 400 Norfolk, VA 23510-1028 Arthur Christy Arthur.christy@dfs.virginia.gov Phone: (757) 683-8327	02900 - 03380	E194-840
Old Dominion University	4401 Powhatan Avenue Norfolk, VA 23529-0309 Mr. Dane Davis Phone: (757) 683-3105 LaRonda Davis lldavs@odu.edu	04100 - 05040	
St. Brides Correctional Center	701 Sanderson Road Chesapeake, 23322 Lisa Anglin 757-421-0035 Lisa.anglin@vadoc.virginia.gov	03820 - 04080	
Indian Creek Correctional Center	801 Sanderson Road Chesapeake, 23322 Lisa Anglin 757-421-0035 Lisa.anglin@vadoc.virginia.gov	03820 - 04080	
Christopher Newport University	1 Avenue of the Arts Newport News, VA 23606-2998 Plant Operations: Albert Metzgar Metzgar@cnu.edu Phone: (757) 594-7294 Molecular Biology & Chemistry: R. Hamblin rhamblin@cnu.edu Purchasing: Elizabeth Wardrop Elizabeth.wardrop@cnu.edu	03420 - 03560	
Eastern State Hospital	4601 Ironbound Road Drawer A Williamsburg, VA 23185 Mr. Jimmie S. Warren Jimmie.warren@dbhds.virginia.gov Kevin Smith Kevin.Smith@dbhds.virginia.gov	03580 - 03815	
<b>Tidewater Community College</b>	121 College Place Norfolk, VA 23510 Ms. Ruby Spicer Phone: (757) 822-1725 Sheila Thorpe sthorpe@tcc.edu	03385 - 03418	
All State Agencies and Other Public Bodies within Zone 97 are authorized to purchase Welding Gases noted.	03820 - 04080		



### ZONE # 97 Lot B

AUTHORIZED AGENCY	ADDRESS / Contact	Contract Line #'s	Contract Number
Old Dominion University	4401 Powhatan Avenue Norfolk, VA 23529-0309 Mr. Dane Davis Phone: (757) 683-3105	05060 - 05080	E194-837

### ZONE # 97 Lot C

AUTHORIZED AGENCY	ADDRESS / Contact	Contract Line #'s	Contract Number
College of William & Mary – Applied Science Dept.	McGlothlin-Street Hall, Room 313 Williamsburg, VA 23187 Beverly Laws <a href="mailto:blaws@wm.edu">blaws@wm.edu</a> Gary Hundley Senior Proc. Officer Ph. (757) 221-3956 Randy Strickland, Facility Mgmt Ph. (757) 221-1584	05100	E194-841
College of William & Mary – Physics Dept.	Small Hall Rm 126, 300 Ukrop Way, Williamsburg, 23185 Beverly Laws <a href="mailto:blaws@wm.edu">blaws@wm.edu</a>	05120	
College of William & Mary – Integrated Science Center	500 Landrum Drive Williamsburg, 23185 Check-in Gilbane Constr. Trailer Peter Levy, Gilbane Project Mgr. Phone 757-221-2487	05140	

### ZONE # 101

<b>COUNTIES:</b>	Albemarle, Augusta, Fluvanna, Greene, Louisa, Nelson, Highland, Rockingham		
<b>CITIES:</b>	Charlottesville, Harrisonburg, Waynesboro, Staunton		
AUTHORIZED USER / Agency	ADDRESS / Contact	Contract Line #'s	Contract Number
Western State Hospital	Box 2500 Staunton, VA 24402-2500 Mr. Clyde Hollingsworth Phone: (540) 332-8515 Joseph Hailey <a href="mailto:Joseph.Hailey@dbhds@virginia.gov">Joseph.Hailey@dbhds@virginia.gov</a>	05160 - 05340	E194-838
James Madison University (See Price Schedule for JMU Depts)	South Main Street Harrisonburg, VA 22807 Ms. Carol Sweger Ph: (540) 568-3140 <a href="mailto:swegercb@jmu.edu">swegercb@jmu.edu</a>	05360 – 07460	
Blue Ridge Community College	Weyers Cave, VA 24486 Lori Yirsa <a href="mailto:yirsa@brcc.edu">yirsa@brcc.edu</a> S. Russell <a href="mailto:russells@brcc.edu">russells@brcc.edu</a>	07520 - 07580	
DEQ/Surface Water Investigations	900 Natural Resources Drive, Suite 600, Charlottesville, VA 22903 Carolyn Lampkin Phone (434) 293-1020 <a href="mailto:Carol.lampkin@deg.virginia.gov">Carol.lampkin@deg.virginia.gov</a>	07480 - 07500	

Woodrow Wilson Rehab Center	28 Andrew Russell Lane Fishersville, VA 22939-1500 Carolyn Campbell Phone: 540-332-7070 <a href="mailto:Carolyn.campbell@wwrc.virginia.gov">Carolyn.campbell@wwrc.virginia.gov</a>	07585 - 07597	
All State Agencies and Other Public Bodies located within Zone # 101 are authorized to purchase Welding Gases noted.		07600 - 07940	

### ZONE # 106

<b>COUNTIES:</b>	Accomack, Northampton		
<b>CITIES:</b>	n/a		
<b>AUTHORIZED USER / Agency</b>	<b>ADDRESS / Contact</b>	<b>Contract Line #'s</b>	<b>Contract Number</b>
All State Agencies and other Public Bodies located within Zone #106.		07960 - 08060	E194-838

### ZONE # 99

<b>COUNTIES:</b>	Caroline, Culpeper, Essex, Gloucester, King and Queen, King George, Lancaster, Madison, Mathews, Middlesex, Northumberland, Orange, Richmond, Spotsylvania, Stafford, Westmoreland		
<b>CITIES:</b>	Fredericksburg		
<b>AUTHORIZED USER / Agency</b>	<b>ADDRESS / Contact</b>	<b>Contract Line #'s</b>	<b>Contract Number</b>
Mary Washington College	1301 College Avenue Fredericksburg, VA 22401-5358 <a href="mailto:wwillard@umw.edu">Wilma Willard</a> <a href="mailto:wwillard@umw.edu">wwillard@umw.edu</a> <a href="mailto:ebaker@umw.edu">Erma Baker</a> <a href="mailto:ebaker@umw.edu">ebaker@umw.edu</a> Phone: (540) 650-1228	08080 - 08420	E194-838

### ZONE # 100

<b>COUNTIES:</b>	Arlington, Clarke, Fairfax, Fauquier, Frederick, Loudoun, Page, Prince William, Warren, Shenandoah, Rappahannock		
<b>CITIES:</b>	Alexandria, Fairfax, Falls Church, Leesburg, Manassas, Manassas Park, Winchester,		
<b>AUTHORIZED USER / Agency</b>	<b>ADDRESS / Contact</b>	<b>Contract Line #'s</b>	<b>Contract Number</b>
Dept. of Forensic Science–Northern Reg. Lab	10850 Pyramid Place Manassas VA 20110 Ms. Patty Jackson Phone: (703) 334-9731 <a href="mailto:Patty.jackson@dfs.virginia.gov">Patty.jackson@dfs.virginia.gov</a>	08560 - 08580	E194-841
		08440 - 08780	E194-842
VA Polytechnic Institute Equine Medical Center	Old Waterford Road at Morven Park P.O. Box 1938 Leesburg, VA 20177 Ms. Carol Saunders - <a href="mailto:cmsndrs@vt.edu">cmsndrs@vt.edu</a> Phone: (703) 771-6800 Ms. Samantha Rowland <a href="mailto:axtechsr@vt.edu">axtechsr@vt.edu</a>	08800 - 09120	E194-842
All State Agencies and Other Public Bodies within Zone 100 are authorized to purchase Welding Gases noted.		09140-09240	E194-842

## ZONE # 98 Lot A-1

<b>COUNTIES:</b>	Charles City, Chesterfield, Powhatan, Goochland, Hanover, Henrico, King William, New Kent, Dinwiddie		
<b>CITIES:</b>	Colonial Heights, Hopewell, Richmond, Petersburg		
<b>AUTHORIZED USER / Agency</b>	<b>ADDRESS / Contact</b>	<b>Contract Line #'s</b>	<b>Contract Number</b>
Hiram Davis Medical Center Southside Virginia Training Center Central State	P.O. Box 4110 Petersburg, VA 23803 Ms. Linda Johnson, Buyer Specialist Phone: (804) 524-7189 <a href="mailto:Eva_ssvt@dbhds.virginia.gov">Eva_ssvt@dbhds.virginia.gov</a>	09260 - 09606	E194-840
James River Correctional Center	1954 State Farm Road State Farm, Virginia 23160 (Note: See PO for Billing address) Kathi Carter 804-784-3551 <a href="mailto:Kathi.carter@vadoc.virginia.gov">Kathi.carter@vadoc.virginia.gov</a> Sandra Parker <a href="mailto:Sandra.parker@dce.virginia.gov">Sandra.parker@dce.virginia.gov</a>	12180 - 12800	
Dept. of Forensic Science/Central Lab.	700 N. 5th Street Richmond, VA 23005 Mr. Donnell Jackson Phone: (804) 786-6332	09620 - 10600	
DEQ/Air Quality Monitoring	4949C Cox Road Glen Allen, VA 23060 Mr. Tom Jennings Phone: (804) 527-5182 <a href="mailto:Thomas.jennings@deq.virginia.gov">Thomas.jennings@deq.virginia.gov</a>	11420 - 11600	
Dept. of Aviation	5702 Gulfstream Road Richmond, VA 23250 Ms. Teresa Allen Phone: (804) 235-3628, Ext. 119 Jessica Milburn <a href="mailto:Jessica.milburn@doav.virginia.gov">Jessica.milburn@doav.virginia.gov</a>	10620 - 10640	
DGS/Div of Consolidated Laboratory Services	600 North 5th Street, Richmond, VA 23219 Mr. Curtis Johnson, Storekeeper Sup. Phone 804- 648-4480 <a href="mailto:Curtis.johnson@dgs.virginia.gov">Curtis.johnson@dgs.virginia.gov</a>	10740 - 11280	
John Tyler Community College	13101 Jefferson Davis Highway Chester VA 23831 Dawn Cockrell Phone: 804 706 5054 Doris Colbert <a href="mailto:dcolbert@jtcc.edu">dcolbert@jtcc.edu</a>	11720 - 12160	
Virginia Dept. of Health/Division of Radiological Health	109 Governor St. Richmond, VA 23219 Kim Boehme Phone: 804 864-7553 <a href="mailto:Kimberly.boehme@vdh.virginia.gov">Kimberly.boehme@vdh.virginia.gov</a>	10500 - 10520	
All State Agencies and Other Public Bodies within Zone 98 are authorized to purchase Welding Gases noted.		12180 - 12800	E194-840

**ZONE # 98 Lot A-2**

<b>AUTHORIZED AGENCY</b>	<b>ADDRESS / Contact</b>	<b>Contract Line #'s</b>	<b>Contract Number</b>
DGS/Div of Consolidated Laboratory Services	600 North 5th Street, Richmond, VA 23219 Mr. Curtis Johnson, Storekeeper Sup. Phone 804- 648-4480 <a href="mailto:Curtis.johnson@dgs.virginia.gov">Curtis.johnson@dgs.virginia.gov</a>	10660 - <b>10695</b>	E194-840

**ZONE # 98 Lot A-3**

<b>AUTHORIZED AGENCY</b>	<b>ADDRESS / Contact</b>	<b>Contract Line #'s</b>	<b>Contract Number</b>
DGS / Div of Consolidated Laboratory Services	600 North 5th Street Richmond, VA 23219 Mr. Curtis Johnson, Storekeeper Sup. Phone 804- 648-4480 <a href="mailto:Curtis.johnson@dgs.virginia.gov">Curtis.johnson@dgs.virginia.gov</a> <a href="#">Norma Roadcap</a> Phone: 804-648-4480 Ext 350 <a href="mailto:Norma.Roadcap@dgs.virginia.gov">Norma.Roadcap@dgs.virginia.gov</a>	10700 - 10720	E194-841

**ZONE # 98 Lot B**

<b>AUTHORIZED USER / Agency</b>	<b>ADDRESS / Contact</b>	<b>Contract Line #'s</b>	<b>Contract Number</b>
Virginia Commonwealth University - (1) Academic Campus	Richmond, VA 23298 <a href="#">Gary Gulliksen</a> Associate Purchasing Director Phone: (804) 828-0157 <a href="mailto:gsgulliksen@vcu.edu">gsgulliksen@vcu.edu</a>	12820 - 15340	E194-840
Virginia Commonwealth University - (2) Medical Campus	Richmond, VA 23298 <a href="#">Edie Okala</a> <a href="mailto:efranzen@vcuedu">efranzen@vcuedu</a> Phone: (804) 828-9981		

**ZONE # 98 Lot C**

<b>AUTHORIZED USER / Agency</b>	<b>ADDRESS / Contact</b>	<b>Contract Line #'s</b>	<b>Contract Number</b>
Virginia Commonwealth University - (1) Academic Campus	Richmond, VA 23298 <a href="#">Gary Gulliksen</a> Associate Purchasing Director Phone: (804) 828-0157 <a href="mailto:gsgulliksen@vcu.edu">gsgulliksen@vcu.edu</a>	15360 - 15480	E194-841
Virginia Commonwealth University - (2) Medical Campus	Richmond, VA 23298 Ms. Edie Okola, Buyer Manager Phone: (804) 828-9981		

**ZONE # 98 Lot D**

<b>AUTHORIZED USER / Agency</b>	<b>ADDRESS / Contact</b>	<b>Contract Line #'s</b>	<b>Contract Number</b>
Virginia Commonwealth University – Engineering Center	<a href="#">Amy Anthes</a> 804-828-8336 <a href="mailto:aranthes@vcu.edu">aranthes@vcu.edu</a>	15520-15540	E194-841

### ZONE 98 Lot E-1

AUTHORIZED USER / Agency	Contract Line #'s	Contract Number
DEQ- Office of Air Quality Monitoring Tom Jennings Thomas.jennings@deq.virginia.gov	See Section E-1	E194-840

### ZONE # 98 – Lot E-2

AUTHORIZED USER / Agency	Contract Line #'s	Contract Number
DEQ- Office of Air Quality Monitoring Tom Jennings Thomas.jennings@deq.virginia.gov	See Section E-2	E194-840

### ZONE # 98 - Lot E-3 LN 2

AUTHORIZED USER / Agency	Contract Line #'s	Contract Number
DEQ- Office of Air Quality Monitoring Tom Jennings Thomas.jennings@deq.virginia.gov	See Section E-3	E194-841

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## 4. SCOPE OF WORK / GENERAL & TECHNICAL SPECIFICATIONS

1. Contractors agree to extend pricing on cylinder rental rates past the end of the contract until such time as all remaining tanks are removed from the premises and a final inventory is conducted and agreed upon by both parties.
2. **CHANGE OUT:** Paragraph 1 above is included in the previous contract and applies to all contractors of the current contract. Upon award, all new orders will be placed with the newly awarded contract vendors as currently held supplies are used up.
3. The awarded contractor if other than the current contractor will provide at a minimum, tank facilities equivalent to the existing tank facilities. All external fittings and pipes that are attached to the present tanks should be refitted to new tanks without any expense to the end user. Piping and tubing will conform to the requirements of the American Standard Code for pressure piping (AA-B-31-1) Service will not be interrupted during the installation of the firm's tank facilities.
4. **CYLINDER LOAN:** Unless otherwise purchased, cylinders shall remain the property of the Contractor.
  - A. Gas cylinders for laboratory, medical or welding use shall remain the property of the Contractor.
  - B. Cylinders owned by the contractor will be the responsibility of the contractor to maintain in safe working condition in accordance with the Industry/State/Federal standards and regulations.
  - C. There are no free loan days. Rental rates are based on number of cylinders on hand at end of month.
  - D. Agency will pay Contractor for cylinders lost or damaged except as otherwise noted herein not to exceed the amount listed on bid sheet. Replacement price shall not exceed the normal wholesale price for replacement cylinders.
5. The applicable contract number and item number (for itemized contracts) must be shown on each purchase order.
6. Any complaint as to quality, faulty or delinquent delivery, or violation of contract provisions by contractor shall be reported to the Division of Purchases and Supply for handling with the contractor. Vendor/Procurement Complaint Form (DGS-41-024 rev.), by which to facilitate the notification of the contractor and this office of complaints, is available on the [eva.virginia.gov](http://eva.virginia.gov) website at the **BUYER** tab.
7. Inspection on delivery and approval of vendor's invoice is the responsibility of receiving state agency, Virginia city, county, town or political subdivision.
8. **NOTICE:** Any State Agency or Public Body may purchase welding gases in their zone. Your Agency must be listed under a particular zone in order to purchase medical, laboratory, or protocol gases.
9. The addition or deletion of authorized users not specifically named in the solicitation shall be made only by written contract modification issued by this agency or institution and upon mutual agreement of the contractor. Such modification shall name the specific agency added or deleted and the effective date. The Contractor shall not honor an order citing the resulting contract unless the ordering entity has been added by written contract modification. *The addition of an authorized user is not necessary if the desired Item is listed as a line item designated for "All State Agencies and Other Public Bodies located within Zone..." (See Pricing Sheet)*

This contract does not permit the addition of New Items/Products, however, Existing Contract Items/Products may be added to other Zones/Lots only if all the following conditions are true;

- a) A detailed written request is submitted to the DPS Contract Officer for review and approval. Please include explanation/compliance to b) through d) below.

- b) *The requested item and the existing contract item must be identical products (except for cylinder size) and will be provided by the same Contractor with matching Tax ID number.*
- c). *The Contractor for the existing contract item must also be listed as a Contractor awarded to your Zone.*
- d) *The Contractor has agreed to offer the requested Item under the same current contract unit pricing, terms and conditions.*

*Any approved changes shall be made by written contract modification issued by the DPS Contract Officer, upon mutual agreement of the Contractor. The Contractor shall not honor an order citing the resulting contract without a formal contract modification.*

10. **Renewals.** One (1), one-year renewal options remain. The decision as to whether to exercise the next renewal option will be made by the contract officer approximately four to six months in advance of the expiration date of the current term.
11. **PRICE ESCALATION/DEESCALATION:** No price increases will be authorized for 180 calendar days after the effective date of the contract. Price escalation may be permitted only at the end of this period and each 90 days thereafter and only where verified to the satisfaction of the purchasing office. Please refer to the contract for this full Term & Condition.

The purchasing office will notify the using agencies and Contractor in writing of the effective date of any increase which it approves. However, the Contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. "Across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the Commonwealth. The Contractor is further advised that decreases which affect the cost of materials are required to be communicated immediately to the purchasing office.

12. **TRANSPORTATION CHARGE (FUEL) Price Escalation De-escalation:** The Pricing Schedule contains a Line at the end of each Zone and/or Lot within a zone for Transportation Charge (fuel surcharge) per delivery. This cost may be added to each delivery made to an end user.

For the reported diesel fuel pricing information, please see the U.S. Department of Energy's National U.S. Average On Highway Diesel Fuel Prices, which is available in PDF format. To view this file, you will need the Adobe Reader or plug-in. [http://tonto.eia.doe.gov/dnav/pet/pet\\_pri\\_gnd\\_a\\_epd2d\\_pte\\_cpgal\\_m.htm](http://tonto.eia.doe.gov/dnav/pet/pet_pri_gnd_a_epd2d_pte_cpgal_m.htm)

At the site for **PRODUCT** choose Diesel: All types. For **PERIOD** choose Monthly. The Commonwealth will use Lower Atlantic (PADD 1C) as the index area for this contract.

After the contract has been in effect for 60 days the Contractor will be allowed to adjust the transportation charge monthly by the percentage change in the chart. All decreases in the diesel fuel index which affect the cost of diesel shall be given to the end user. **The Contractor shall provide written (email, fax, or letter) documentation to the Contracting Officer and each affected End User each month a change is incorporated which will verify that the fuel surcharge increase/decrease for the month is based on the actual increase/decrease from the bid base price.** Adjustments shall be shown as \$ (currency) adjustment based on the percentage increase/decrease.

Contractor's changes to the surcharge will be effective on the first Monday of each month and will take into consideration the lag in the reporting. For example the surcharge for January 2008 is based on the November 2007 National U.S. Average On Highway Diesel Fuel Price.

**Definition of On-Highway Diesel:** Includes sales for use in motor vehicles. For purposes of this survey, it is designed to estimate the retail cash price of self-serve, motor vehicle diesel fuel. Price Adjustments

**Fuel increases for which the end user and the Contract Officer have not been notified will not be paid.**

13. **MINIMUM ORDERS:** Minimum orders will be \$100 for F.O.B. delivery to ordering agency within the Commonwealth of Virginia. For orders of less than \$100 the Contractor will be permitted to add actual transportation cost (prepaid) to invoice for payment, or the agency may purchase such orders off contract from other sources. Partial shipments of less than the minimum order value which are made at the option of the Contractor shall be made F.O.B. Destination with no transportation charges added. If at the agency's request shipments are below the minimum order value, the Contractor may add actual transportation cost to invoice for payment. **Zone 98 Lot B, C, and D VCU Academic and Medical Center campuses shall be exempt from this section.**
14. **ANNUAL INVENTORY REPORT:** The contractor shall take a cylinder inventory at the end of the contract year and furnish the end users and the contract officer with the inventory report.
15. **NON-GAS ITEMS** such as carts, valves, regulators, etc. are not covered by this contract.
16. **INSPECTIONS FEES AND HAZARDOUS MATERIAL HANDLING FEES:** Inspection fees, for vessels, such as those mandated by State and Federal Guidelines should be included in rental fees and shall **not** be passed on to the customers. Hazardous Material Handlings fees shall **not** be charged in addition to the rental fees.
17. **MATERIAL SAFETY DATA SHEETS:** Material Safety Data Sheets and descriptive literature shall be readily available through such sources as the bidder's website or provided upon request by the end user
18. **ORDER PLACEMENT/METHOD:** ORDER PLACEMENT: To the maximum extent possible, purchase orders shall be submitted to the contractor via the Commonwealth of Virginia's electronic procurement system, also known as eVA. The orders will be governed by this agreement and the terms and conditions contained in the separate agreement for participation in eVA executed by the contractor. ORDERING METHODS: The Commonwealth requires Contractor(s) to accept orders via the eVA ordering system. Contractors must also have a local Virginia telephone number, or a toll free (800) number, or agree to accept collect calls. Each Contract User is responsible for placing its own orders through eVA or suppliers' computer online system that interfaces with eVA.
19. **DELIVERY REQUIREMENT:**
- A. Normal deliveries shall be as directed and mutually agreed with the agency and may be required twice per week for the larger users. Some agencies may require deliveries every two days and may also require inside delivery to several locations.
  - B. Emergency deliveries shall be made within 18 hours of agency notice; except as otherwise noted in Paragraph D **Department of Forensic Science & E Zone 98 Lot B & Lot C VCU Academic and Medical Center Requirements in the original solicitation**
  - C. The contractor will be responsible for refilling any agency/institution owned cylinder/tank and notifying the end user within 24 hours should any malfunction be observed.
20. **Mandatory Acceptance of Small Purchase Charge Card:** Purchasing charge cards offer State agencies and Institutions the opportunity to streamline their procedures for procuring and paying for small dollar goods and services. Vendors responding to this solicitation should note that acceptance of payment by purchase card is **mandatory (unless waived by DPS) within 90 days of contract award.** For current contracts where acceptance of the purchasing card is not in effect, **Contractors must (unless waived by DPS) accept purchase card payments within 90 days of contract renewal.**

Payment for orders issued against the contract(s) resulting from this solicitation must allow for the Purchase Order Number to be passed at the time of charge so that the Purchase Order Number is received by the card platform and passed to the Card provider. This can be accomplished by vendors establishing their card account at **Level 2, which is mandatory or Level 3 which is optional.** Information on the various levels for the GE MasterCard is indicated below.

**Charge Card Levels:**



The amount of data passed for each charge card payment depends on the level at which the charge card is established. The levels are delineated below and the preferred level by the Commonwealth is level 2.

**Level 1** vendors provide basic credit card purchase information, including but not limited to the data listed below. By passing “Basic Data”, the vendor has a standard interchange cost.

- Supplier Name
- Merchant Category Code
- Date
- Total Purchase Amount

**Level 2** vendors provide additional information to the Level 1 elements, including, but not limited to the data listed below. By passing level 2 detail, the vendor will receive lower interchange costs. Level 2 is **mandatory** for any vendors who do business with the Commonwealth of Virginia and accept GE MasterCard.

- Customer Code (PCO Number from eVA)
- Vendor Tax ID

**Level 3** vendors provide line item detail, in addition to the Level 1 and Level 2 elements, including, but not limited to the data listed below. By passing Level 3 (**which is optional**) data which is considered Superior data, the vendor will receive the lowest interchange costs.

- Item Description
- Item Quantity
- Item Unit of Measure
- Product Code
- Freight Amount
- Extended line Item Amount

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## 5. COMMODITY INFORMATION & PRICING

**PLEASE REFER TO THE “PRICING” ATTACHMENT**

**NOTICE:**

Each Vendor has a “Transportation Charge (fuel) per Delivery” stated on the Price Sheet. This cost must be *reduced* by the fuel adjustment percentage for that invoiced month. The percentage will change each month and will be posted on the contract webpage by DPS.  
The Vendor is NOT permitted to charge any other fee such as Hazmat, extra fuel surcharges, delivery fees, etc.

The Using Agency bears the responsibility to confirm that all invoices are in accordance with the contract pricing. The Using Agency must return any incorrect invoices to the Vendor for correction. The Vendor is not permitted to invoice for anything more than what is stated on the attached Price Sheet. Complaints regarding continual improper billing shall be submitted to DPS per Section 2, #4.

Please note that new gases cannot be added to the contract.

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## 6. GENERAL TERMS AND CONDITIONS

**GT&C's added;** (contact the Contract Officer if addition information is needed)

- BB. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the Virginia Public Procurement Act shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.
- X. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:** The eVA Internet electronic procurement solution, website portal [www.eVA.virginia.gov](http://www.eVA.virginia.gov), streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet eprocurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected.

Effective July 1, 2011, vendor registration and registration-renewal fees have been discontinued.  
Registration options are as follows:

- a. eVA Basic Vendor Registration Service: eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.
- b. eVA Premium Vendor Registration Service: eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.

Vendor transaction fees are determined by the date the original purchase order is issued and are as follows:

- a. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
- b. For orders issued August 16, 2006 thru June 30, 2011, the Vendor Transaction Fee is:
  - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
  - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.
- c. For orders issued July 1, 2011 thru June 30, 2013, the Vendor Transaction Fee is:
  - (i) DMBE-certified Small Businesses: 0.75%, capped at \$500 per order.
  - (ii) Businesses that are not DMBE-certified Small Businesses: 0.75%, capped at \$1,500 per order.
- d. For orders issued July 1, 2013 and after, the Vendor Transaction Fee is:
  - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
  - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

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## 7. SPECIAL TERMS AND CONDITIONS

**ST&C's added;** (contact the Contract Officer if addition information is needed)

**eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS:** The solicitation/contract will result in multiple purchase order(s) with the eVA transaction fee specified below assessed for each order.

- a. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
- b. For orders issued August 16, 2006 thru June 30, 2011, the Vendor Transaction Fee is:
  - (i) DMBE-certified Small Businesses: 1%, Capped at \$500 per order.
  - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, Capped at \$1,500 per order.
- c. For orders issued July 1, 2011 thru June 30, 2013, the Vendor Transaction Fee is:
  - (i) DMBE-certified Small Businesses: 0.75%, Capped at \$500 per order.
  - (ii) Businesses that are not DMBE-certified Small Businesses: 0.75%, Capped at \$1,500 per order.
- d. For orders issued July 1, 2013, and after, the Vendor Transaction Fee is:
  - (i) DMBE-certified Small Businesses: 1%, Capped at \$500 per order.
  - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, Capped at \$1,500 per order.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

The eVA Internet electronic procurement solution, website portal [www.eva.virginia.gov](http://www.eva.virginia.gov), streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following: If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from [www.eVA.virginia.gov](http://www.eVA.virginia.gov). Contractors should email Catalog or Index Page information to [eVA-catalog-manager@dgs.virginia.gov](mailto:eVA-catalog-manager@dgs.virginia.gov).

**FINANCIAL WARRANTY:** Contractor shall ensure that the prices, discounts, incentives, and other financial terms (collectively, the “financial deal”) applicable to purchases under this Contract is always at least as favorable to the purchaser as the financial deal that the Contractor or its affiliates make available to any public body in Virginia for the same good(s)/service(s) outside this Contract. Throughout the term of this Contract, if Contractor (or any affiliate) makes a better financial deal available to a public body in Virginia for any good(s)/service(s) available under this Contract, Contractor shall immediately notify DGS of the details and, at DGS’s option, sign an amendment to this Contract, so that an equivalent financial deal for the affected good(s)/service(s) is also available as an option under this Contract. Contractor may request exemption if the better financial deal was for a spot purchase, and DGS shall grant such request if DGS in good faith finds that the spot purchase involved special circumstances affecting cost that would make it unfair to apply an equivalent financial deal outside of that spot purchase. Upon DGS’s request (and annually on August 1), Contractor shall submit to DGS an affidavit certifying full compliance with this Section. The Contractor (and any affiliate) shall waive any contractual or other right that inhibits any public body in Virginia from disclosing to DGS or others the financial terms made available to the public

body, and upon request from DGS, Contractor shall ensure that a signed confirmation of the waiver is provided to the public body and DGS. As used in this Section, an affiliate is any entity that controls, is controlled by, or is under common control with, the Contractor.

**CONTINUITY OF SERVICES:** The Contractor recognizes that the services under this contract are vital to the Agency and must be continued without interruption and that, upon contract expiration, a successor, either the Agency or another contractor, may continue them. The Contractor agrees: To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor; To make all Agency owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and That the Agency Contracting Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.

The Contractor shall, upon written notice from the Contract Officer, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Officer's approval.

The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.

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